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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff, JAIME ALEJANDRO CARBAJAL-TORRES
and on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAIME ALEJANDRO CARBAJAL-
TORRES, an individual and on behalf of all
others similarly situated,

Plaintiff,

v.

SHORELINE FOODS, INC., a California
corporation dba ROSCOE'S HOUSE OF CHICKEN
N' WAFFLES; EAST COAST FOODS, INC., a
California corporation dba ROSCOE'S HOUSE OF
CHICKEN N' WAFFLES; ROSCOE'S COOL,
INC., a California corporation; AMUSEMENT
FOODS, INC., a California corporation dba
ROSCOE'S HOUSE OF CHICKEN N' WAFFLES
ANAHEIM; GOWER PROPERTIES, LLC, a
California limited liability company dba ROSCOE'S
HOUSE OF CHICKEN N' WAFFLES
HOLLYWOOD; LA BREAFO, INC., a California
corporation dba ROSCOE'S HOUSE OF CHICKEN
N' WAFFLES LA BREA; FREEWAY FOODS,
INC., a California corporation dba ROSCOE'S
HOUSE OF CHICKEN N' WAFFLES; 730
BROADWAY, INC., a California corporation dba
ROSCOE'S HOUSE OF CHICKEN N' WAFFLES;
ROSCOE'S COMMUNITY FOUNDATION, a
California nonprofit corporation; WAFFLE PLAZA
PROPERTIES, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV00355

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3; and
10. UNFAIR COMPETITION.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds
\$25,000.00]

1 Plaintiff Jaime Alejandro Carbajal-Torres, on behalf of Plaintiff and all others similarly
2 situated, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 Shoreline Foods, Inc. dba Roscoe’s House of Chicken N’ Waffles, and any of its respective
7 subsidiaries or affiliated companies within the State of California (“Shoreline”); East Coast Foods,
8 Inc. dba Roscoe’s House of Chicken N’ Waffles, and any of its respective subsidiaries or affiliated
9 companies within the State of California (“East Coast”); Roscoe’s Cool, Inc., and any of its
10 respective subsidiaries or affiliated companies within the State of California (“Roscoe’s Cool”);
11 Amusement Foods, Inc. dba Roscoe’s House of Chicken N’ Waffles Anaheim and any of its
12 respective subsidiaries or affiliated companies within the State of California (“Amusement Foods”);
13 Gower Properties, LLC dba Roscoe’s House of Chicken N’ Waffles Anaheim, and any of its
14 respective subsidiaries or affiliated companies within the State of California (“Gower”); La Breafo,
15 Inc. dba Roscoe’s House of Chicken N’ Waffles La Brea, and any of its respective subsidiaries or
16 affiliated companies within the State of California (“La Breafo”); Freeway Foods, Inc. dba Roscoe’s
17 House of Chicken N’ Waffles, and any of its respective subsidiaries or affiliated companies within
18 the State of California (“Freeway”); 730 Broadway, Inc. dba Roscoe’s House of Chicken N’
19 Waffles, and any of its respective subsidiaries or affiliated companies within the State of California
20 (“730”); Roscoe’s Community Foundation, and any of its respective subsidiaries or affiliated
21 companies within the State of California (“Roscoe’s Community”); Waffle Plaza Properties, Inc.
22 and any of its respective subsidiaries or affiliated companies within the State of California (“Waffle
23 Plaza” and collectively, with Shoreline, East Coast, Roscoe’s Cool, Amusement Foods, Gower, La
24 Breafo, Freeway, 730, Roscoe’s Community and DOES 1 through 100, as further defined below,
25 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
26 employees employed by or formerly employed by Defendants (“Class Members”).

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PARTIES

A. Plaintiff

2. Plaintiff Jaime Alejandro Carbajal-Torres is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, cleaning, preparing and serving beverages, and transferring meals to servers. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff Jaime Alejandro Carbajal-Torres worked for Defendants from approximately November of 2001 through approximately March of 2023.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant Shoreline is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes and based thereon alleges that defendant East Coast is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

5. Plaintiff is informed and believes and based thereon alleges that defendant Roscoe’s Cool is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

6. Plaintiff is informed and believes and based thereon alleges that defendant Amusement Foods is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

7. Plaintiff is informed and believes and based thereon alleges that defendant Gower is, and at all times relevant hereto was, a limited liability company organized and existing under and

1 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
2 State of California.

3 8. Plaintiff is informed and believes and based thereon alleges that defendant La Breafo
4 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
5 the laws of the State of California and doing business in the County of Los Angeles, State of
6 California.

7 9. Plaintiff is informed and believes and based thereon alleges that defendant Freeway
8 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
9 the laws of the State of California and doing business in the County of Los Angeles, State of
10 California.

11 10. Plaintiff is informed and believes and based thereon alleges that defendant 730 is,
12 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
13 laws of the State of California and doing business in the County of Los Angeles, State of California.

14 11. Plaintiff is informed and believes and based thereon alleges that defendant Roscoe's
15 Community is, and at all times relevant hereto was, a nonprofit corporation organized and existing
16 under and by virtue of the laws of the State of California and doing business in the County of Los
17 Angeles, State of California.

18 12. Plaintiff is informed and believes and based thereon alleges that defendant Waffle
19 Plaza is, and at all times relevant hereto was, a corporation organized and existing under and by
20 virtue of the laws of the State of California and doing business in the County of Los Angeles, State
21 of California.

22 13. The true names and capacities, whether individual, corporate, associate, or otherwise,
23 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
24 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
25 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
26 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
27 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
28 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is

1 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
2 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
3 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
4 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
5 include Shoreline, East Coast, Roscoe’s Cool, Amusement Foods, Gower, La Breafo, Freeway, 730,
6 Roscoe’s Community, Waffle Plaza, and any of their parent, subsidiary, or affiliated companies
7 within the State of California, as well as DOES 1 through 100 identified herein.

8 **JOINT LIABILITY ALLEGATIONS**

9 14. Plaintiff is informed and believes and based thereon alleges that all the times
10 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
11 representative, joint venture or co-conspirator of each of the other defendants, either actually or
12 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
13 employment, joint venture, and conspiracy.

14 15. All of the acts and conduct described herein of each and every corporate defendant
15 was duly authorized, ordered, and directed by the respective and collective defendant corporate
16 employers, and the officers and management-level employees of said corporate employers. In
17 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
18 their said employees, agents, and representatives, and each of them; and upon completion of the
19 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
20 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
21 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
22 aforementioned corporate employees, agents and representatives.

23 16. Plaintiff is informed and believes, and based thereon allege, that there exists such a
24 unity of interest and ownership between Defendants, and each of them, that their individuality and
25 separateness have ceased to exist.

26 17. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
27 thereon alleges that Defendants, and each of them, are joint employers.

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1 **JURISDICTION**

2 18. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
3 of Civil Procedure section 410.10.

4 19. Venue is proper in Los Angeles County, California pursuant to Code of Civil
5 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
6 causes of action complained of herein arose; the county in which the employment relationship
7 began; the county in which performance of the employment contract, or part of it, between Plaintiff
8 and Defendants was due to be performed; the county in which the employment contract, or part of
9 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
10 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
11 and Class Members in Los Angeles County, and because Defendants employ numerous Class
12 Members in Los Angeles County.

13 **FACTUAL BACKGROUND**

14 20. For at least four (4) years prior to the filing of this action and continuing to the
15 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
16 some of them, in violation of California state wage and hour laws as a result of, without limitation,
17 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
18 seven consecutive work days in a work week without being properly compensated for hours worked
19 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
20 worked on the seventh consecutive work day in a work week by, among other things, failing to
21 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;
22 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
23 by requiring Plaintiff and Class Members: to clock out for meal periods and continue working; and
24 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,
25 meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate
26 of pay for the pay periods where overtime was worked and the additional compensation was earned
27 for the purpose of calculating the overtime rate of pay to the detriment of Plaintiff and Class
28 Members.

1 21. For at least four (4) years prior to the filing of this Action and continuing to the
2 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
3 or some of them, in violation of California state wage and hour laws as a result of, among other
4 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
5 rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work
6 off the clock, including, without limitation, by requiring Plaintiff and Class Members: to clock out
7 for meal periods and continue working to the detriment of Plaintiff and Class Members.

8 22. For at least four (4) years prior to the filing of this Action and continuing to the
9 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
10 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
11 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
12 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
13 for such unprovided meal periods as required by California wage and hour laws.

14 23. For at least four (4) years prior to the filing of this action and continuing to the
15 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
16 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
17 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
18 California wage and hour laws.

19 24. For at least three (3) years prior to the filing of this action and continuing to the
20 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
21 full amount of their wages owed to them upon termination and/or resignation as required by Labor
22 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
23 minimum wages, and premium wages, and vacation pay pursuant to Labor Code section 227.3.

24 25. For at least one (1) year prior to the filing of this Action and continuing to the present,
25 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
26 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
27 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
28 hours worked at each hourly rate; and other such information as required by Labor Code section

1 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
2 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

3 26. For at least one (1) year prior to the filing of this action and continuing to the present,
4 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
5 amount of their wages for labor performed in a timely fashion as required under Labor Code section
6 204.

7 27. For at least three (3) years prior to the filing of this action and continuing to the
8 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
9 costs incurred in purchasing and/or providing unreturned deposits for mandatory work uniforms;
10 laundering mandatory work uniforms; mileage and/or gas costs incurred in driving personal vehicles
11 for work-related purposes; using cellular phones for work-related purposes; and purchasing tools
12 necessary to perform work duties.

13 28. For at least four (4) years prior to the filing of this action and continuing to the
14 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
15 employees or former employees within the State of California with compensation at their final rate
16 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

17 29. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
19 situated employees or former employees within the State of California with the rights provided to
20 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
21 245, *et seq.*

22 30. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
23 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203 , 226, 226.7, 227.3,
24 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title
25 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
26 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,
27 failure to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of
28 pay, other such provisions of California law, and reasonable attorneys' fees and costs.

1 31. Plaintiff, on Plaintiff’s own behalf and on behalf of Class Members, pursuant to
2 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
3 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
4 appropriate and effective means to prevent further violations, as well as all monies owed but
5 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
6 restitution of amounts owed.

7 **CLASS ACTION ALLEGATIONS**

8 32. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
9 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
10 and former non-exempt employees of Defendants within the State of California at any time
11 commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice
12 of the class action is provided to the class (collectively referred to as “Class Members”).

13 33. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
14 to amend or modify the class description with greater specificity, further divide the defined class
15 into subclasses, and to further specify or limit the issues for which certification is sought.

16 34. This action has been brought and may properly be maintained as a class action under
17 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
18 of interest in the litigation and the proposed Class is easily ascertainable.

19 **A. Numerosity**

20 35. The potential Class Members as defined are so numerous that joinder of all the
21 members of the Class is impracticable. While the precise number of Class Members has not been
22 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
23 Members employed by Defendants within the State of California.

24 36. Accounting for employee turnover during the relevant periods necessarily increases
25 this number. Plaintiff alleges Defendants’ employment records would provide information as to the
26 number and location of all Class Members. Joinder of all members of the proposed Class is not
27 practicable.

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B. Commonality

37. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

- A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?
- B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee’s regular rate of pay and a rate of pay that is greater than the applicable minimum wage?
- C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class Members to take compliant meal periods?
- D. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?
- E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?
- F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?
- G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?
- H. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?
- I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?
- J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor Code section 204?
- K. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

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- 1 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
- 2 with compensation at their final rate of pay for vested paid vacation time?
- 3 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
- 4 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 5 N. Are Class Members entitled to restitution of wages under Business and Professions
- 6 Code section 17203?
- 7 O. Are Class Members entitled to costs and attorneys' fees?
- 8 P. Are Class Members entitled to interest?

9 **C. Typicality**

10 38. The claims of Plaintiff herein alleged are typical of those claims which could be
11 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
12 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
13 damages arising out of and caused by Defendants' common course of conduct in violation of laws
14 and regulations that have the force and effect of law and statutes as alleged herein.

15 **D. Adequacy of Representation**

16 39. Plaintiff will fairly and adequately represent and protect the interest of Class
17 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
18 hour class actions.

19 **E. Superiority of Class Action**

20 40. A class action is superior to other available means for the fair and efficient
21 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
22 questions of law and fact common to Class Members predominate over any questions affecting only
23 individual Class Members. Class Members, as further described therein, have been damaged and
24 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
25 violation of the Labor Code at times, as set out herein.

26 41. Class action treatment will allow Class Members to litigate their claims in a manner
27 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
28 any difficulties that are likely to be encountered in the management of this action that would

1 preclude its maintenance as a class action.

2 **FIRST CAUSE OF ACTION**

3 **(Failure to Pay Overtime Wages – Against All Defendants)**

4 42. Plaintiff realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs as though fully set forth hereat.

6 43. At all relevant times, Plaintiff and Class Members were employees or former
7 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
8 Wage Orders.

9 44. At all times relevant to this Complaint, Labor Code section 510 was in effect and
10 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
11 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
12 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

13 45. At all times relevant to this Complaint, Labor Code section 510 further provided that
14 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
15 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
16 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
17 pay.”

18 46. Four (4) years prior to the filing of the Complaint in this Action through the present,
19 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
20 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
21 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
22 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
23 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
24 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to clock
25 out for meal periods and continue working and failing to include all forms of remuneration,
26 including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards
27 and other forms of remuneration into the regular rate of pay for the pay periods where overtime was
28 worked and the additional compensation was earned for the purpose of calculating the overtime rate

1 of pay to the detriment of Plaintiff and Class Members.

2 47. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
3 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
4 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
5 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
6 applicable IWC Wage Orders, and California law.

7 48. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
8 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
9 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
10 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

11 **SECOND CAUSE OF ACTION**

12 **(Failure to Pay Minimum Wages – Against All Defendants)**

13 49. Plaintiff realleges and incorporates by reference all of the allegations contained in
14 the preceding paragraphs as though fully set forth hereat.

15 50. At all relevant times, Plaintiff and Class Members were employees or former
16 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

17 51. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
18 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
19 Defendants' control.

20 52. For four (4) years prior to the filing of the Complaint in this Action through the
21 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
22 their regular rate of pay that is above the minimum wage and engaged, suffered, or permitted
23 employees to work off the clock, including, without limitation, by requiring Plaintiff and Class
24 Members: to clock out for meal periods and continue working to the detriment of Plaintiff and Class
25 Members.

26 53. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
27 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
28 for all hours worked or otherwise due.

1 54. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
2 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to
3 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
4 damages, reasonable attorneys' fees and costs of suit.

5 **THIRD CAUSE OF ACTION**

6 **(Failure to Provide Meal Periods – Against All Defendants)**

7 55. Plaintiff realleges and incorporates by reference all of the allegations contained in
8 the preceding paragraphs as though fully set forth hereat.

9 56. At all relevant times, Plaintiff and Class Members were employees or former
10 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

11 57. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
12 employ an employee for a work period of more than five (5) hours without a timely meal break of
13 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
14 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
15 per day without providing the employee with a second timely meal period of not less than thirty (30)
16 minutes in which the employee is relieved of all of his or her duties.

17 58. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
18 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
19 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
20 of compensation for each workday that the meal period is not provided.

21 59. For four (4) years prior to the filing of the Complaint in this Action through the
22 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
23 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
24 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the
25 Class Member's regular rate of compensation on the occasions that Class Members were not
26 provided compliant meal periods.

27 60. By their failure to provide Plaintiff and Class Members compliant meal periods as
28 contemplated by Labor Code section 512, among other California authorities, and failing, at times,

1 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
2 violated the provisions of Labor Code section 512 and applicable Wage Orders.

3 61. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
4 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
5 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

6 62. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
7 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
8 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
9 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

10 **FOURTH CAUSE OF ACTION**

11 **(Failure to Provide Rest Periods – Against All Defendants)**

12 63. Plaintiff realleges and incorporates by reference all of the allegations contained in
13 the preceding paragraphs as though fully set forth hereat.

14 64. At all relevant times, Plaintiff and Class Members were employees or former
15 employees of Defendants covered by applicable Wage Orders.

16 65. California law and applicable Wage Orders require that employers “authorize and
17 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
18 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
19 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
20 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
21 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
22 thirty (30) minutes of paid rest period.

23 66. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
24 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
25 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
26 regular rate of compensation for each work day that the rest period is not provided.

27 67. For four (4) years prior to the filing of the Complaint in this Action through the
28 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,

1 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
2 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
3 Member's regular rate of compensation on the occasions that Class Members were not authorized
4 or permitted to take compliant rest periods.

5 68. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
6 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
7 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
8 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

9 69. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
11 owed for rest periods that they were not authorized or permitted to take.

12 70. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
13 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
14 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
15 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

16 **FIFTH CAUSE OF ACTION**

17 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

18 71. Plaintiff realleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs as though fully set forth hereat.

20 72. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
22 Wage Orders.

23 73. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
24 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
25 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
26 discharge immediately upon termination. Class Members who resigned were entitled to payment
27 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
28 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and

1 unpaid at the time of resignation.

2 74. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
3 years before the filing of the Complaint in this Action through the present, Defendants, due to the
4 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
5 Members all wages earned prior to resignation or termination in accordance with Labor Code
6 sections 201 or 202.

7 75. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
8 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
9 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
10 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
11 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
12 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
13 or resignation.

14 76. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
15 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
16 resignation, until paid, up to a maximum of thirty (30) days.

17 77. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
18 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
19 prior to termination or resignation.

20 78. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
21 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
22 waiting time penalties, interest, and their costs of suit, as well.

23 **SIXTH CAUSE OF ACTION**

24 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

25 79. Plaintiff realleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs as though fully set forth hereat.

27 80. At all relevant times, Plaintiff and Class Members were employees or former
28 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

1 81. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
2 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
3 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
4 wages earned; and all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate, among other things.

6 82. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
7 before the filing of the Complaint in this Action through the present, Defendants failed to comply
8 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
9 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
10 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
11 and all applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each hourly rate, among other things.

13 83. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
14 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
15 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
16 provided wage statements that Defendants knew were not accurate.

17 84. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
18 suffered injury. The absence of accurate information on Class Members' wage statements at times
19 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
20 mathematical computations to determine the amount of wages owed; causes difficulty and expense
21 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
22 about wages and amounts deducted from wages to state and federal governmental agencies, among
23 other things.

24 85. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
25 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
26 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
27 pay period, not to exceed an aggregate \$4,000.00 per employee.

28 86. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil

1 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
2 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
3 attorneys' fees, and costs of suit.

4 **SEVENTH CAUSE OF ACTION**

5 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

6 87. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
7 incorporate each by reference as though fully set forth hereat.

8 88. At all relevant times, Plaintiff and Class Members were employees or former
9 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

10 89. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
11 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
12 during which the labor was performed, and labor performed between the 16th and the last day,
13 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
14 month.”

15 90. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
16 independent and apart from, any other penalty provided in this article, every person who fails to pay
17 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
18 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
19 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
20 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
21 percent of the amount unlawfully withheld.”

22 91. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
23 before the filing of the Complaint in this Action through the present, Defendants employed policies
24 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
25 Labor Code section 204.

26 92. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
27 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one
28 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)

1 for each subsequent violation in connection with each payment that was made in violation of Labor
2 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

3 93. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
4 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
5 interest, and their costs of suit, as well.

6 **EIGHTH CAUSE OF ACTION**

7 **(Violation of Labor Code § 2802 – Against All Defendants)**

8 94. Plaintiff realleges and incorporates by reference all of the allegations contained in
9 the preceding paragraphs as though fully set forth hereat.

10 95. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

12 96. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
13 his or her employee for all necessary expenditures or losses incurred by the employee in direct
14 consequence of the discharge of his or her duties . . .”

15 97. For three (3) years prior to the filing of the Complaint in this Action through the
16 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
17 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
18 obedience to the directions of Defendants.

19 98. During that time period, Plaintiff is informed and believes, and based thereon alleges
20 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and
21 Class Members for those losses and/or expenditures.

22 99. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
23 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
24 herein-described losses and/or expenditures.

25 100. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
26 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
27 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
28 costs of suit.

1 **NINTH CAUSE OF ACTION**

2 **(Violation of Labor Code § 227.3 – Against All Defendants)**

3 101. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs of this Complaint as though fully set forth hereon.

5 102. According to Labor Code section 227.3, whenever a contract of employment or
6 employer policy provides for paid vacations, and an employee is terminated without having taken
7 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
8 accordance with such contract of employment or employer policy respecting eligibility or time
9 served.

10 103. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
11 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
12 that Plaintiff’s employment contract with Defendants included paid vacations.

13 104. For at least four (4) years prior to the filing of this action and continuing to the
14 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
15 employees or former employees within the State of California with compensation at their final rate
16 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

17 105. As a proximate result of Defendants’ failure to pay vested vacation at the final rate
18 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
19 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
20 their final rate of pay, as set out in Defendants’ policy or the contract of employment between
21 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

22 106. As a further proximate result of Defendants’ above-described acts and/or omissions,
23 Plaintiff and Class Members are entitled to recover reasonable attorneys’ fees, costs of suit and
24 prejudgment interest.

25 **TENTH CAUSE OF ACTION**

26 **(Unfair Competition – Against All Defendants)**

27 107. Plaintiff realleges and incorporates by reference all of the allegations contained in
28 the preceding paragraphs as though fully set forth hereat.

1 108. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
2 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
3 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
4 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at
5 least four (4) years prior to the filing of this action and continuing to the present, Defendants have
6 had a consistent policy of failing to provide Plaintiff and similarly situated employees or former
7 employees within the State of California with the rights provided to them under the Healthy
8 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
9 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
10 advantage over other comparable companies doing business in the State of California that comply
11 with their obligations to compensate employees in accordance with the Labor Code.

12 109. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
13 Members have suffered injury in fact and lost money or property.

14 110. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
15 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
16 Code and requiring the establishment of appropriate and effective means to prevent further
17 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
18 including interest thereon, in which they had a property interest and which Defendants nevertheless
19 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
20 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
21 by their failure to comply with the Labor Code.

22 111. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
23 Procedure section 1032 and interest under Civil Code section 3287.

24 **DEMAND FOR JURY TRIAL**

25 112. Plaintiff demands a trial by jury on all causes of action contained herein.

26 **PRAYER**

27 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
28 against Defendants as follows:

- 1 A. An order certifying this case as a Class Action;
- 2 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
- 3 counsel as class counsel;
- 4 C. Damages for all wages earned and owed, including minimum and overtime wages
- 5 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
- 6 1194, 1197 and 1199 and 227.3;
- 7 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 8 E. Damages for unpaid premium wages from missed meal and rest periods under,
- 9 among other Labor Code sections, 512, 558.1 and 226.7;
- 10 F. Penalties for inaccurate wage statements under Labor Code sections 226,
- 11 subdivision (e) and 558.1;
- 12 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 13 H. Penalties to timely pay wages under Labor Code section 210;
- 14 I. Damages under Labor Code sections 2802 and 558.1;
- 15 K. Preliminary and permanent injunctions prohibiting Defendants from further
- 16 violating the California Labor Code and requiring the establishment of appropriate
- 17 and effective means to prevent future violations;
- 18 L. Restitution of wages and benefits due which were acquired by means of any unfair
- 19 business practice, according to proof;
- 20 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 21 N. For attorneys' fees in prosecuting this action;

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